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U.S. CONSUMER PRODUCT SAFETY COMMISSION

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CPSC-IAG-99-1169

INTERAGENCY AGREEMENT

BETWEEN THE

U.S. CONSUMER PRODUCT SAFETY COMMISSION

AND THE

UNITED STATES NAVAL ACADEMY

TITLE

Interagency Agreement (IAG) for Testing and Examination of Automatic Fire Sprinklers between the Consumer Product Safety Commission (CPSC) and the United States Naval Academy (USNA).

PURPOSE

To test and evaluate the operability of a variety of fire sprinkler samples removed from field service.

BACKGROUND

The Office of Compliance of the United States Consumer Product Safety Commission (CPSC), along with CPSC engineering staff, is investigating the operability of numerous models of automatic fire sprinklers currently in service across the United States. In order to accomplish this, sample heads are being removed from service from a variety of sites and are being forwarded to the CPSC staff for study. To date, in-house testing and testing by private outside organizations has revealed unusually high failure rates on numerous fire sprinkler models.

The Compliance staff anticipates that beginning in June, 1999 and running through June, 2000, between 300 and 1000 field sample sprinklers will be sent to it for testing and examination.

STATEMENT OF WORK

USNA agrees to furnish all necessary personnel, materials, services, and facilities set forth below, except as otherwise indicated:

- A. USNA will conduct operational pressure testing on CPSC-provided field sample fire sprinklers. USNA will conduct the tests and record the data accordance with the attached protocol and forms provided by CPSC. At the outset of the contract period, the CPSC staff will train USNA personnel in performing under the protocol.
- B. In conducting the testing, USNA agrees to provide all necessary personnel and the following equipment and consumable items: air compressor, water supply, electrical supply, heat gun, computer, video camera, sample retention bags, videotapes, and computer discs.
- C. After completing each round of operational pressure tests, USNA will provide the CPSC staff the videotape of the testing, a computer disc containing acquisition data, the completed recording forms, and all sample sprinkler components to CPSC in their post-test condition.
- D. USNA will make its facilities available to CPSC staff and offer technical support services for pre and post-pressure-test follow-up evaluation of select fire sprinkler samples, including photography, metallography, microscopy, and scanning electron microscopy, as the CPSC and USNA projects officers jointly see fit.

V. CPSC FURNISHED EQUIPMENT

The CPSC staff will provide the assembly for sprinkler head testing. This will consist of all piping, hosing, regulators, thermocouples, valves, pressure indicators and water shields. The assembly will be built on site by CPSC staff at the Naval Academy, at a location selected by USNA.

The CPSC will also provide the field sprinklers, protocols and forms, and data acquisition software and hardware.

VI. CONSULTATION

The USNA Project Officer will provide oral status briefings to the CPSC project officer as mutually agreed upon.

VII. CONFIDENTIALITY REQUIREMENTS

A. All information reported to or otherwise obtained by the Commission or its agents under the Consumer Product Safety Act (CPSA) (and share with or provided to USNA), which information contains or relates to a trade secret or other matter referred to in section 1905 of title 18, United States Code, or subject to section 552(b)(4) of the title 5, United States Code, shall be held in confidence and kept secret by USNA personnel.

B. In disclosing any other information to the public which would permit the public to ascertain readily the identity of a manufacturer of a consumer product involved in this project, USNA agrees to abide by the provision of section 6 of the CPSA, 15 U.S.C. 2055, including section 6(b)(1) and the exceptions thereto.

1. USNA agrees to abide by the decisions of the Office of the General Counsel of the CPSC (OGC/CPSC) as to any interpretations of section 6(b) of the CPSA.

C. USNA also agrees not to release to the public any technical data or analysis prior to the conclusion of any administrative or adjudicatory proceedings brought by the CPSC against any manufacturer whose product is encompassed by the subject of this IAG without the express, written consent of the OGC/CPSC.

D. All documents and other materials developed pursuant to this IAG shall have appropriate disclaimers to indicate the work was performed pursuant to the IAG by USNA; that the materials are the views of the staff or members (present or previous at time of dissemination) of USNA; that, although they may have been developed in conjunction with CPSC staff, the materials do not necessarily represent the views of the United States Consumer Product Safety Commission.

VIII. PERIOD OF PERFORMANCE

The period of performance shall begin on the effective of the IAG and shall not extend beyond twelve (12) months. This agreement may be modified by mutual consent of CPSC and USNA, or may be terminated by either party upon 21 calendar days advance written notice to the other party.

IX. DELIVERY OF PERFORMANCE

A. Testing - To be completed within 30 calendar days after receipt by USNA of one batch of fire sprinkler samples, where one batch is one delivery not to exceeding 100 individual sprinkler units.

B. Delivery of videotape, computer disk containing data, completed recording forms, and sprinkler components - Within 5 business days of completed testing of a batch.

C. Pre and post-test sprinkler sample examinations – As jointly agreed upon by USNA and CPSC project officers in paragraph IV (D), but no later than one month for post-test sample examination.

D. Oral status briefings – as agreed upon by CPSC and USNA Project Officers.

X. LIAISON OFFICERS

A. CPSC PROJECT OFFICER

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U.S. Consumer Product Safety Commission
Engineering Sciences Directorate
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B. USNA PROJECT OFFICER

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XI. COST

USNA agrees to charge CPSC on an hourly basis at \$40 an hour for testing, examination, and oral consultation. It is estimated that , on average, between 4 to 7 sprinkler heads can be tested per hour.

XII. TRANSFER OF FUNDS

USNA will bill the CPSC based on the hourly rate above, in XI., not to exceed \$15,000 for all services contained in this IAG.

CPSC Accounting Data:

99 EXOB-PS 3010.00 9931132 253101
OLD CODE: 99 2 791 31132 25.22

XIII. AUTHORITY

For CPSC: This agreement is made under the authority of the sections 27(g), 29(c) and 29(e) of the CPSA, 15 U.S.C. §§ 2076(g), 2078(c) and (e), and the Economy Act of 1932, 31 U.S.C. §1535 and §1536.

For USNA: This agreement is made under the authority of the Economy Act of 1932, 31 U.S.C. §§ 1535 and 1536.

XIV. FASA COMPLIANCE

As the servicing agency, USNA agrees to act in full compliance with section 1074 of the Federal Acquisition Streamlining Act (FASA) of 1994, entitled "Economy Act Purchases."

Approved and Accepted for
U.S. Naval Academy

Approved and Accepted for
Consumer Product Safety Comm.

BY:

Reza Malik-Madani

TITLE:

Director of Research

DATE:

2 July 1999

BY:

Robert J. Frost
Robert J. Frost
Contracting Officer

TITLE:

DATE:

7/7/99

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